

RECORD OF PUBLIC BID OPENING

Requisition # F-106980

Project: Mowing Roadside Vegetation – District 6

Bid Closing Date: 4/26/06 @ 5:00 PM

Bid Open Date: 4/27/06 @ 10:30 AM

STATUS – AWARDED TO: Mark Shiner Mowing

BIDDER: Mark Shiner Mowing – Lemhi Idaho

ITEM NO.	QUANTITY	UNIT OF MEASURE	PRICE PER LANE MILE	TOTAL
SP-1	131	LANE MILE	\$ 56.00	\$ 7336.00
SP-2	157	LANE MILE	\$ 56.00	\$ 8792.00
SP-3	47	LANE MILE	\$ 56.00	\$ 2632.00
SP-4	84	LANE MILE	\$ 56.00	\$ 4704.00
SP-5	182	LANE MILE	\$ 56.00	\$ 10,556.00
SP-6	107	LANE MILE	\$ 56.00	\$ 5992.00
SP-7	135	LANE MILE	\$ 56.00	\$ 7560.00
SP-8	337	LANE MILE	\$ 56.00	\$ 18,872.00
SP-9	19	LANE MILE	\$ 56.00	\$ 1064.00
SP-10	241	LANE MILE	\$ 56.00	\$ 13,496.00
SP-11	88	LANE MILE	\$ 56.00	\$ 4928.00
SP-12	8	LANE MILE	\$ 56.00	\$ 448.00

TOTAL AMOUNT BID: \$86,380.00

ADDENDUM # 1

DISTRICT 6 – MOWING ROADSIDE VEGETATION

April 12, 2006

REQUISITION NUMBER: F-106980

Contractor/Business Name: _____

The following correction has been made to the above project. All other information will remain the same.

Page 2
Scope of Work

Reads as:

- Mandatory pre-bid conference will be held on **April 12, 2006 at 10:00 A.M.**

Should read as:

- Mandatory pre-bid conference will be held on **April 19, 2006 at 10:00 A.M.**

This page MUST BE SIGNED, DATED AND RETURNED with your BID DOCUMENTS

I acknowledge receipt of this Addendum and its contents.

Signature: _____ Date: _____

IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID

April 10, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: F-106980

ALL sealed bids must be received by 5:00 pm on April 26, 2006. Sealed bids will be opened at 10:30 am on April 27, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for the **Mowing of Roadside Vegetation at Various Locations ITD District 6**, as per the specifications contained in the above requisition. A Mandatory Walk Through will be held on **April 19, 2006 at 10:00 A.M., at ITD District 6 main office, located at 206 North Yellowstone, in Rigby, Idaho.** All questions are due at this time. Bids received from Contractors not in attendance will not be accepted.

Contact Evey McAdams, Contract Program Specialist for Bid Requirements and Clarification at (208) 334-8084. For Technical information, please contact **Kirk Finn at (208) 745-5686.**

ALL QUESTIONS REGARDING THIS BID - FAXED TO: (208) 332-4109

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

<p>Requisition #: F-106980 Bid Open Date: April 27, 2006 – 10:30 AM Item Bidding: Roadside Mowing District 6</p>

Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
Attention: Evey McAdams
P.O. Box 7129
Boise, Idaho 83707-1129

REQUEST FOR ROADSIDE MOWING CONTRACT ITD – DISTRICT SIX

REQUISITION NUMBER F-106980

SCOPE OF WORK

This contract shall be for the mowing of roadside vegetation, located at various locations, in DISTRICT SIX, (Rigby Idaho).

The mowing shall commence July 31, 2006 and all mowing shall be completed by October 31, 2006. Contract term will be for a (1) one-year period with an option to renew for (1) one-year, at the same terms/conditions and pricing if mutually agreeable between ITD and contractor.

Contract Administrator shall be:

KIRK FINN, P.O. BOX 97, RIGBY, IDAHO 83442 (208-745-5686)

The Idaho Standard Specifications for Highway Construction, 2004 Edition, and the September 2004 Supplemental Specifications shall govern. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department, Contract Administration at 334-8430 to purchase

A mandatory pre-bid conference will be held on April 12, 2006, at 10:00 A.M., MDT, at the District Six ITD main office located at 206 N. Yellowstone, Rigby, Idaho. The purpose of the conference is to answer questions related to this contract and define the scope of work. Bids will not be accepted from contractors not in attendance.

After the contract has been awarded and before work commences the contractor shall attend a pre-operation meeting with the Contract Administrator to discuss the contract terms and work performance requirements.

Failure to complete the work by the specified times shall result in Liquidated Damages in the amount of \$500.00 per working day being deducted from the final payment per Subsection 109.08. Working day is defined in Subsection 101.02.

On the acceptance of this proposal for said work, the lowest responsive responsible qualified bidder will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Contractor shall abide by the STATE OF IDAHO Standard Contract Terms And Conditions.

COMPLETION TIME AND LIQUIDATED DAMAGES

Work on I-15 and all road sections west of I-15 shall start on July 31, 2006. Work on all road sections east of I-15 shall start after September 1, 2006. All mowing shall be completed by October 31, 2006. No work shall be started prior to July 31, 2006.

SP-1 MOWING (US 93 MP 82.60 TO 160.38) (Arco to Jct. SH75) Skip MP 96.33 to 108.8 due to construction.
SP-2 MOWING (SH-33 MP 0.00 TO 78.20) (US 26-33 JUNCTION to Rexburg)
SP-3 MOWING (US 20/26 MP 248.55 TO 272.00) (Arco to INL Junction)
SP-4 MOWING (US 20 MP 263.77 TO 305.55) (US-20/26 Jct. to Bellin Road)
SP-5 MOWING (US 20 MP 307.50 TO 353.00) (I-15 Int. to end of Divided Highway)
SP-6 MOWING (US 20 MP 353.00 TO 406.30) (End of Divided Highway to Montana Line)
SP-7 MOWING (US 26 MP 335.30 TO 402.50) (Idaho Canal to Wyoming Line)
SP-8 MOWING (I-15 MP 111.85 TO 196.00) (Bingham/Bonneville Co. Line to Montana Line)
SP-9 MOWING (SH-87 MP 0.00 TO 9.14) (Junction US 20-87 to Montana Line)
SP-10 MOWING (SH-28 MP 15.00 TO 135.64) (Mud Lake to Salmon)
SP-11 MOWING (SH-22 MP 24.60 TO 68.60) (Junction Hwy. 22 -33 to Dubois)
SP-12 MOWING (SH-29 MP 0.00 TO 4.00) (Leadore to MP 4.00)

Description:

Strip Mow all the shoulders to the desired width for the roadway limits included in the following Special Provisions.

Strip Mowing on I-15 shall be 12' wide but no less than 6' on slopes 3:1 or steeper. Strip Mowing on all other routes shall be 10' wide but no less than 6' on slopes 3:1 or steeper. All off ramps and on ramps are incidental to the main line lane miles and shall have both shoulders mowed the same width as the route.

Spot (Safety) Mowing - As directed, deals with specific situations that will result in improved visual impact, maintain sight distance such as inside guardrails, curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife. Spot mowing is incidental to strip mowing of the adjacent lane miles. No separate payment will be made for spot mowing.

Construction Requirements:

The work shall include furnishing all labor, equipment, supplies, tools and materials required to effectively mow roadsides on the right of way (R/W) as described in the general requirements, work locations, and schedule prescribed herein.

All mowers must be equipped with manufacturers' safety device(s) to prevent damage to property caused by flying debris propelled from under the mower. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. Sickle bar type mowers are not acceptable to be used under this contract. Mowers shall be available for inspection prior to work beginning.

In addition to the work outlined in this document, the contract requires a Contractor or Contractor's representative, capable and authorized to confer on a daily basis with the Contract Administrator concerning work units, and questions that may arise.

Scope of Work – Special Provisions

The contractor shall complete and provide the Contract Administrator with a daily diary on Department form ITD-25 for every day the contractor works.

The Contractor shall clean up all mowing equipment of accumulated clippings and soil prior to start of work to remove the potential spread of noxious weed seeds and other undesirable vegetation.

Mowing cuttings shall be dispersed evenly about the width of mowing. No windrows will be allowed.

Mowing or trimming will be performed around all appurtenances (i.e.; sign posts, delineator posts, etc.) that are within the designated areas described herein to be mowed. Mowing behind guardrails shall be a minimum of 2' to 6' depending on slope.

All center medians and outer separations less than the width as designated in the Work Areas shall be mowed full width.

Mowing shall include smooth and gradual transitions between areas where designated mowing widths vary.

The Contractor shall mow as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, or other appurtenances which are a part of the roadside. Hand trimming around such objects shall be required by the Contractor. If the State determines that any damage is the result of negligence by the Contractor, repairs or replacement shall be the responsibility of the Contractor at the Contractor's expense.

Mowers shall be adjusted for a cutting height so that approximately 6" of the mowed vegetation remains standing.

The Contractor shall exercise caution so as not to allow debris to be thrown on the traveled roadway and shall immediately remove and properly dispose of any debris which may be thrown on the roadway by the mowing operation. Mowed grass will not normally be removed unless it is deposited on the traveled traffic lanes in quantities large enough to become a traffic hazard as determined by the Contract Administrator. No additional payment will be made for removal of debris or grass from the roadway surface.

Mowing will not be permitted when soil and weather conditions are such that the right-of-way will be damaged as determined by the Contract Administrator.

The Contract Administrator will answer all questions which may arise as to the quality and acceptability of work performed.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

The Contractor shall be required to carry Liability Insurance and Contact Information on mowers for damage claim recipients.

Roadside mowing shall be scheduled to avoid events and three day holiday weekends. Mowing may be performed between one hour after sunrise and one hour before sunset.

Scope of Work – Special Provisions

Mowers and support vehicles shall be operated in the same direction of traffic flow when mowing.

All vehicles and machinery operating on or from the traveled way or road shoulder shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least ½ mile.

Approved fire retardant and extinguishing equipment must be immediately available for use in case of fire caused by mowing operations.

The Contractor shall be required to submit a Traffic Control Plan to the Contract Administrator for approval 10 working days prior to commencement of work.

Traffic shall be maintained through the work area and protected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

The Contractor shall provide, erect and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices (MUTCD), Part VI published by the U.S. Department of Transportation, Federal Highway Administration. All traffic control devices, i.e. (Drums, cones, tubular markers, barricades, etc.) shall be required to have class "B" reflective sheeting or battery operated flashing warning lights. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flagging and all other traffic control devices and personnel shall be considered incidental, no separate payment will be made. No payment will be made for standby or downtime.

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment shall be the responsibility of the Contractor.

ITD policy requires anyone working on State R.O.W. to wear Class II safety vests.

DEFINITIONS

Appurtenances - Delineators, signs, posts and other objects within the mow zone.

Backslope - Roadside from the bottom of the ditch to the fence or the ROW boundary.

Foreslope - Roadside from the shoulder to the bottom of the ditch.

Interchanges - Any of the entrances or exits on an Interstate where traffic can enter or depart.

Lane Mile - Shoulder adjacent to a paved lane whether center median or left of passing lane OR right of travel lane. (Example: Northbound I-15 one centerline mile = two mowing lane miles).

Median - Unpaved area between two way traffic on a divided highway.

MUTCD - Manual on Uniform Traffic Control Devices.

Outer Separation - All unpaved land between the R/W fence and a paved surface: if less than 12' wide shall be solid mowed if 3:1 or steeper.

Strip Mowing - Mow the area including the shoulder or median foreslope and backslope or outer separation consisting of a continuous swath.

Structure - Overpasses, bridges, guardrails.

Pay Units - A definite amount or quantity of work used as a standard of measurement; used to define a prescribed amount of work per lane mile.

Mowing (US-93 MP 82.60 TO 160.38) Arco to SH-75 JUNCTION (SP-1)

Strip mow from Mile Post 82.60 to Mile Post 96.33 and from Mile Post 108.8 to Mile Post 160.38 skipping from 96.33 to 108.8 due to construction.

Mowing (SH-33 MP 0.00 TO 78.20) US 26-33 JUNCTION to REXBURG (SP-2)

Strip mow from Mile Post 0.00 to Mile Post 78.20.

Mowing (US 20/26 MP 248.55 TO 272.00) Arco City Streets to INL JUNCTION (SP-3)

Strip mow from Mile Post 248.55 to Mile Post 272.00.

Mowing (US 20 MP 263.77 TO 305.55 US 20/26 Jct. to Bellin Road (SP-4)

Strip mow from Mile Post 263.77 to Mile Post 305.55.

Mowing (US-20 MP 307.50 TO 353.00) I-15 Int. to End of Divided Highway (SP-5)

Strip mow from Mile Post 307.50 to Mile Post 353.00 Southbound and Northbound lanes.

Scope of Work – Special Provisions

Mowing (US 20 MP 353.00 TO 406.30) End of Divided Highway to Montana Line (SP-6)

Strip mow from Mile Post 353.00 to Mile Post 406.30.

Mowing (US 26 MP 335.30 TO 402.50) Idaho Canal to Wyoming Line (SP-7)

Strip mow from Mile Post 335.30 to Mile Post 402.50.

Mowing (I-15 MP 111.85 TO 196.00) Bingham-Bonneville Co. Line to Montana Line (SP-8)

Strip mow from Mile Post 111.85 to Mile Post 196.00 Southbound and Northbound lanes.

MOWING (SH-87 MP 0.00 TO 9.14) JUNCTION US 20-87 to Montana Line (SP-9)

Strip mow from Mile Post 0.00 to Mile Post 9.14.

MOWING (SH-28 MP 15.00 TO 135.64) Mud Lake to Salmon (SP-10)

Strip mow from Mile Post 15.00 to Mile Post 90.00.

MOWING (SH-22 MP 24.60 TO 68.60) Junction Hwy. 22-33 to Dubois (SP-11)

Strip mow from Mile Post 24.60 to Mile Post 68.60.

MOWING (SH29 MP 0.00 TO 4.00) Leadore to MP 4.00 (SP-12)

Strip mow from Mile Post 0.00 to Mile Post 4.00.

Method of Measurement - The work will be measured by the lane mile measured to the nearest 1/10 of a lane mile.

Method of Payment - Payment shall be made per each Pay Item (road section) after the work is completed. The Contractor shall submit an invoice and a copy of the diary for each Pay Item (road section) after the work is completed.

Basis of Payment - The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

<u>Pay Item</u>	<u>Pay Unit</u>
SP-1 Mowing US-93, MP 82.60 to MP 137.00 (Arco to MP 137.00)	Lane Mile
SP-2 Mowing SH-33 MP 0.00 to MP 78.20 (US 26-33 Junction to Rexburg)	Lane Mile
SP-3 Mowing US 20/26, MP 248.55 to MP 272.00 (Arco to INL Junction.)	Lane Mile
SP-4 Mowing US 20, MP 263.77 to MP 305.55 (US-20/26 Jct. to Bellin Road)	Lane Mile
SP-5 Mowing US 20, MP 307.50 to MP 353.00 (I-15 Int. to end of Divided Highway)	Lane Mile
SP-6 Mowing US 20, MP 353.00 to MP 406.30 (End of Divided Highway to Montana Line)	Lane Mile
SP-7 Mowing US 26, MP 335.30 to MP 402.50 (Idaho Canal to Wyoming Line)	Lane Mile
SP-8 Mowing I-15, MP 111.85 to MP 196.00 (Bingham/Bonneville Co. Line to Montana Line)	Lane Mile
SP-9 Mowing SH-87 MP 0.00 to MP 9.14 (Junction US 20-87 to Montana Line)	Lane Mile
SP-10 Mowing SH-28 MP 15.00 to MP 90.00 (Mud Lake to Leadore)	Lane Mile
SP-11 Mowing SH-22 MP 24.60 to MP 68.60 (Junction Hwy. 22-33 to Dubois)	Lane Mile
SP-12 Mowing SH-29 MP 0.00 to MP 4.00 (Leadore to MP 4.00)	Lane Mile

PROPOSAL GUIDELINES

1. Pre-proposal Conference

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

4. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the Signature Page.

5. Proposal Guaranty / Surety Bond Requirements

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.

3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

6. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

7. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. Execution / Award of the Contract

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

9. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

10. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

TERMS AND CONDITIONS

1. Contract Term

Contract period will be for one (1) year with the option to renew for one (1) year at the same terms and conditions upon mutual agreement with the State and the Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

2. Payment Requirements

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 16 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination For Default

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. Termination For Convenience

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

8. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect,

or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

9. **Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

- 1) **Worker's Compensation.** The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

- 2) **Employer's Liability.** This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) **Liability Insurance.** For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at

CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

- 4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

Required Insurance:

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
2. Automobile Liability Insurance
The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional requirements:

State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential

exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

10. TITLE VI ASSURANCES

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement

of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of

the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

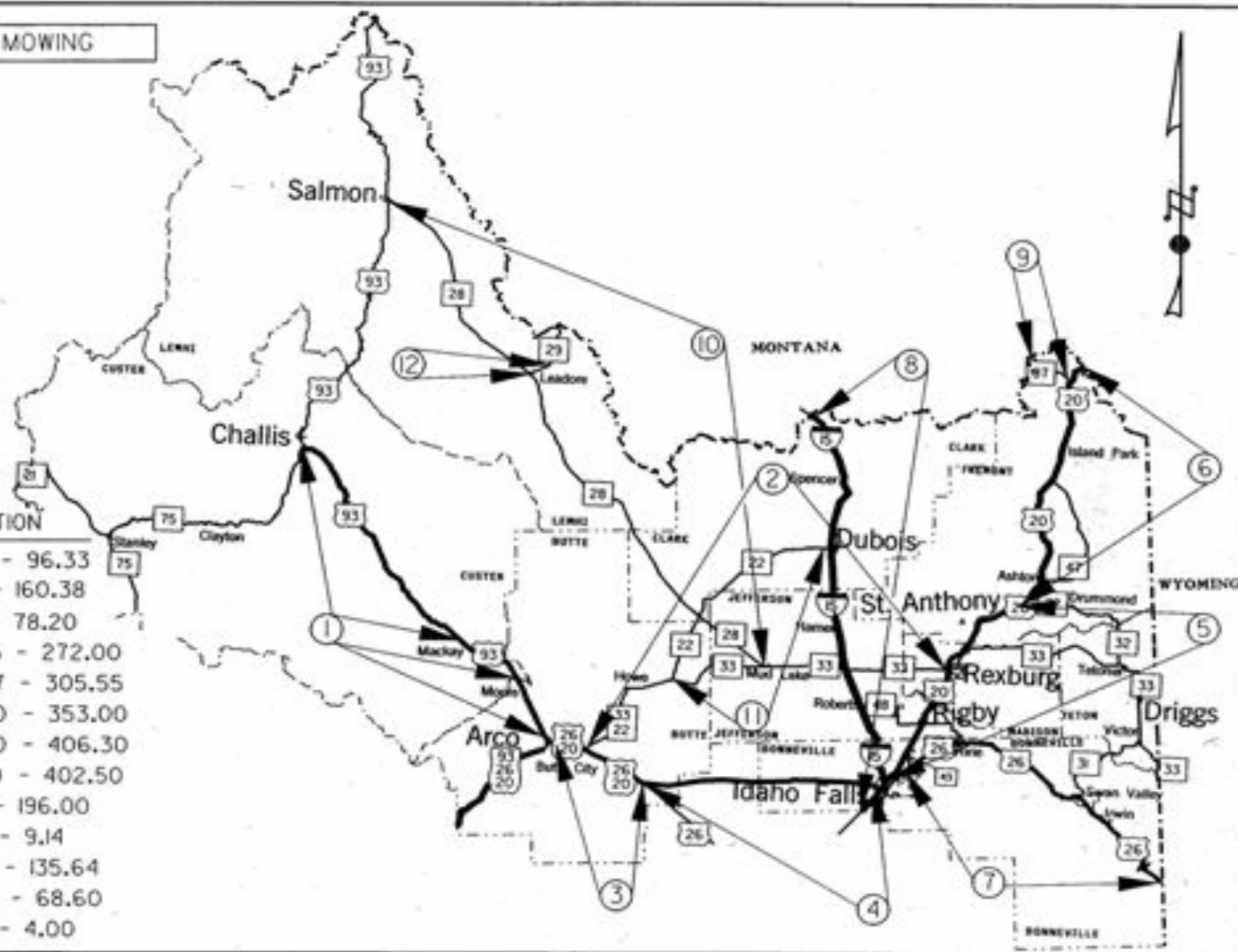
Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

FY 07 DISTRICTWIDE MOWING

SP#	ROUTE	LOCATION
①	US-93	MP 82.60 - 96.33 & MP 108.8 - 160.38
②	SH-33	MP 0.00 - 78.20
③	US-20/26	MP 248.55 - 272.00
④	US-20	MP 263.77 - 305.55
⑤	US-20	MP 307.50 - 353.00
⑥	US-20	MP 353.00 - 406.30
⑦	US-26	MP 335.30 - 402.50
⑧	I-15	MP 111.85 - 196.00
⑨	SH-87	MP 0.00 - 9.14
⑩	SH-28	MP 15.00 - 135.64
⑪	SH-22	MP 24.60 - 68.60
⑫	SH-29	MP 0.00 - 4.00



INTENTION TO RESPOND

No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSES ON: April 26, 2006 @ 5:00 P.M.

BID OPENS ON: April 27, 2006 @ 10:00 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company intends to attend the Mandatory Pre-Bid Walk Through on: Date April 19, 2006
Time 10:00 AM @ ITD District 6, main office, located at 206 N Yellowstone, Rigby, Idaho

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: F-106980

Contractor / Business Name: _____

ITEM NO.	QUANTITY	UNIT OF MEASURE	PRICE PER LANE MILE	TOTAL
SP-1	131	LANE MILE	\$	\$
SP-2	157	LANE MILE	\$	\$
SP-3	47	LANE MILE	\$	\$
SP-4	84	LANE MILE	\$	\$
SP-5	182	LANE MILE	\$	\$
SP-6	107	LANE MILE	\$	\$
SP-7	135	LANE MILE	\$	\$
SP-8	337	LANE MILE	\$	\$
SP-9	19	LANE MILE	\$	\$
SP-10	241	LANE MILE	\$	\$
SP-11	88	LANE MILE	\$	\$
SP-12	8	LANE MILE	\$	\$

TOTAL AMOUNT BID \$_____

AWARD TO BE “ALL OR NONE”

Contract term will be for a (1) one-year period with an option to renew for (1) one-year, at the same terms/conditions and pricing if mutually agreeable between State and the Contractor.

This page MUST be returned with your Bid Documents!

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

April 10, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: F-106980

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for: Mowing Roadside Vegetation at various locations in District 6 per the specifications.

PUBLIC WORKS CONTRACTORS LICENSE #

FEDERAL IDENTIFICATION #

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature:

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND
RETURNED WITH YOUR BID DOCUMENTS!**

B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **April 26, 2006 @ 5:00 P.M., and Opened on April 27, 2006 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for **Mowing Roadside Vegetation at various locations in District 6** as directed at the designated areas, as per the specifications contained in Requisition Number F-106980.

On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will commence July 31, 2006 on I-15 and all road sections west of I-15; September 1, 2006 on all road sections east of I-15. All mowing shall be completed by October 31, 2006.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

Page 1 of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **C O R P O R A T E** CONTRACTORS

Date _____, 2006

Name, Address and Phone Number of
Corporation: _____

Phone Number

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2006

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____
_____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one

of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2006

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____
_____ ss

On this _____ day of _____, in the year _____,
before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

THIS FORM IS NOT REQUIRED ON THIS PROJECT

SUBCONTRACT REQUIREMENTS

PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at
_____, Whose Idaho Public Works
Contractor's License # is _____

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at
_____, Whose Idaho Public Works
Contractor's License # is _____

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at
_____, Whose Idaho Public Works
Contractor's License # is _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that _____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____,
_____.

Commission expires:

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
 - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) **Bid Response**
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier’s Check
- 8.) **All Addenda Must be Signed and returned with your Bid Documents.**
It is the Bidder’s responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) **WORKERS’ COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.
- 14.) **CONTRACTORS REGISTRATION:** - Per Idaho Code 54-5204. A copy of the certificate shall be submitted with the signed contracts. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

**PROSPECTIVE BIDDERS
DISTRICT 6 ROADSIDE MOWING**

D.R. Tennant
726 Stillwell
Eagle, Idaho 83616
208-794-7522
Fax – 208-939-5475

Mark Shiner Mowing
P.O. Box 116
Lemhi, Idaho 83465
208-756-3976 (Same for Fax.)
Cell – 208-940-0428

Castello, Inc.
P.O. Box 1253
Lagrange, Texas 78945
979-968-5595
Fax – 979-968-6613

Environment & Ecologist Enterprises
1047 W. 200 S.
Blackfoot, Idaho 83221
208-684-4789
Cell - 208-604-2500
Fax – 208-785-5200

Fences Idaho
Les Carberry
1201 S 2500 E
Gooding, Idaho 83330
(208) 544 7613
Fax (208) 544 7614
Cell – (208) 280 2181

Jay Burrup
Box 1131
Nampa, Idaho 83653
208-466-2511
Cell – (208) 841-5681